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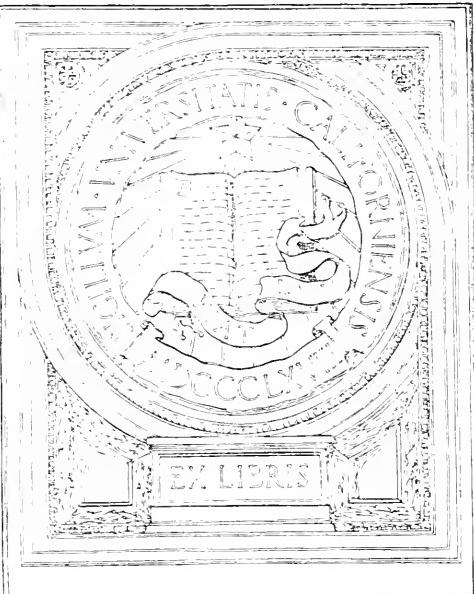
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Great Britain, Court of inquiry
concerning the engineering
trades dispute, 1922.
Industrial courts act, 1919.
Report.

UNIVERSITY OF CALIFORNIA
AT LOS ANGELES



INDUSTRIAL COURTS ACT, 1919.

REPORT

BY

A COURT OF INQUIRY

CONCERNING

THE ENGINEERING TRADES DISPUTE, 1922.

Presented to Parliament by Command of His Majesty.



LONDON:

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APPOINTMENT OF COURT OF INQUIRY AND RULES OF PROCEDURE.

ENGINEERING DISPUTE.

Whereas by the Industrial Courts Act, 1919, the Minister of Labour has power to appoint a Court of Inquiry to inquire into the causes and circumstances of any existing or apprehended trade dispute, and any matters appearing to him to be connected with or relevant to the dispute, and to make rules regulating the procedure of any such Court;

And whereas a dispute has arisen between the Engineering and the National Employers' Federations and the Amalgamated Engineering Union in relation to the Memorandum of 17th and 18th November (Schedule I. attached hereto), and between the Engineering and National Employers' Federations and the Trade Unions specified in Schedule II. attached hereto in relation to Clauses 1, 2 and 3 of the aforesaid Memorandum.

Now, therefore, the Minister of Labour by virtue of the powers vested in him by the said Act, and all other powers enabling him in that behalf, appoints Sir William W. Mackenzie, K.B.E., K.C., to be a Court of Inquiry, and directs him to inquire into and report upon the causes and circumstances of the dispute;

And the Minister of Labour directs that the following rules regarding the procedure of the Court shall have effect, that is to say :—

- (1) (i) Any person may, by notice in writing signed by the said Sir William W. Mackenzie, be requested to attend as a witness and give evidence before the Court, or to attend and produce any documents relevant to the subject-matter of inquiry, or to furnish, in writing or otherwise as the Court may direct, such particulars in relation to the subject-matter of the inquiry as the Court may require.
- (ii) The Court may require any witness to give evidence on oath, and may administer an oath for that purpose.
- (2) The report of the Court or any interim report shall be made to the Minister in writing.
- (3) Subject to these Rules the Court may regulate its own procedure as it thinks fit.
- (4) In these Rules the expression "Act" means the Industrial Courts Act, 1919; the expression "Minister" means the Minister of Labour; and the expression "Court" means the Court of Inquiry appointed above by the Minister under the Act.

And the Minister further appoints Mr. G. H. Ince to be Secretary to the Court.

Dated this 27th day of April, 1922.

Given under the Official Seal of the Minister of Labour.

H. J. Wilson,
Secretary, Ministry of Labour.

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SCHEDULE I.

MEMORANDUM OF CONFERENCE BETWEEN THE ENGINEERING AND THE NATIONAL EMPLOYERS' FEDERATIONS AND THE AMALGAMATED ENGINEERING UNION, held at Broadway House, Tothill Street, Westminster, London, S.W.1, on 17th and 18th November, 1921.

I.—General.

1. The Trade Union shall not interfere with the right of the Employers to exercise managerial functions in their establishments and the Federations shall not interfere with the proper functions of the Trade Union.
2. In the exercise of these functions, the parties shall have regard to the Provisions for Avoiding Disputes of 17th April, 1914, which are amplified by the Shop Stewards and Works Committee Agreement of 20th May, 1919, and to the terms of other National and Local Agreements between the parties.
3. Instructions of the Management shall be observed pending any question in connection therewith being discussed in accordance with the provisions referred to.

II.—Overtime.

It is agreed that in terms of the Overtime and Nightshift Agreement of 29th and 30th September, 1920, the Employers have the right to decide when overtime is necessary, the workpeople or their representatives being entitled to bring forward under the provision referred to any cases of overtime they desire discussed. Meantime the overtime required shall be proceeded with.

Signed on behalf of :—

The Engineering and the
National Employers' Federa-
tions :

ALLAN M. SMITH,

Chairman.

JAMES BROWN,

Secretary.

The Amalgamated Engineering
Union :

J. T. BROWNLIE,

Chairman.

A. H. SMETHURST,

Secretary.

SCHEDULE II.

- (1) *The Federation of Engineering and Shipbuilding Trades*
comprising the following Unions :—
- Amalgamated Society of Brassworkers.
 - Amalgamated Society of Farriers and Blacksmiths.
 - Amalgamated Society of Wheelwrights, Smiths and Motor Body Makers.
 - Amalgamated Society of Woodcutting Machinists.
 - Amalgamated Society of Woodworkers.
 - Amalgamated Union of Upholsterers.
 - Associated Blacksmiths' and Ironworkers' Society.
 - Birmingham Operative Tinplate and Sheet Metal Workers' Society.
 - Boilermakers and Iron and Steel Shipbuilders' Society.
 - Dock, Wharf, Riverside and General Workers' Union.
 - Electrical Trades Union.
 - General Iron Fitters' Association.
 - Iron, Steel and Metal Dressers' Society.
 - London United Brass and General Metal Founders' Society.
 - National Amalgamated Furnishing Trades' Association.
 - National Amalgamated Union of Labour.
 - National Amalgamated Union of Enginemen, Firemen, Mechanics, Motormen and Electrical Workers.
 - National Brassworkers and Metal Mechanics.
 - National Society of Coppersmiths, Braziers and Metal Workers.
 - National Union of General Workers.
 - National Union of Operative Heating and Domestic Engineers.
 - National Union of Sheet Metal Workers and Braziers.
 - National Union of Stove, Grate and General Metal Workers.
 - National Union of Vehicle Builders.
 - United Kingdom Society of Coachmakers.
 - Operative House and Ship Painters.
 - Amalgamated Society of Railway Vehicle Builders, Wheelwrights, Carpenters and Mechanics.
 - Scottish Brass Moulders' Union.
 - Scottish Painters' Society.
 - Ship Constructors' and Shipwrights' Association.
 - United Operative Plumbers' Association.
 - United Patternmakers' Association.
 - West of Scotland Brass Turners, &c.
 - Winding and General Engineers' Society.
 - Northern United Enginemen's Association.

- (2) *The National Federation of General Workers* comprising the following Unions :—

Amalgamated Society of Gas, Municipal and General Workers.

Dock, Wharf, Riverside and General Workers' Union.

Municipal Employees' Association.

National Amalgamated Union of Enginemen, Firemen, Mechanics, Motormen and Electrical Workers.

National Amalgamated Labourers' Union of Great Britain and Ireland.

National Amalgamated Union of Labour.

National Union of General Workers.

National Union of Vehicle Workers.

Northern United Enginemen's Association.

Public Works and Constructional Operatives' Union.

Scottish Union of Dock Labourers.

Workers' Union.

- (3) *The National Union of Foundry Workers.*

- (4) *Amalgamated Moulders and Kindred Industries Trades Union.*

- (5) *United Operative Spindle and Flyer Makers' Trade and Friendly Society.*
-

R E P O R T.

To the Right Hon. The Minister of Labour.

SIR,

I HAVE the honour to submit the following Report :—

1. The Court of Inquiry constituted by the prefixed Minute of Appointment has held five meetings at which the parties to the dispute referred to in the Minute were present, two *in camera* and three in public. The meetings were held at No. 5, Old Palace Yard, London, on the 28th April, 3rd, 4th, 5th and 6th May, 1922.

2. At the enquiry Sir Allan Smith, K.B.E., M.P., represented the Engineering and National Employers' Federation; Mr. J. T. Brownlie, J.P., the Amalgamated Engineering Union; Mr. H. H. Slesser and Mr. Arthur Henderson, Jr. (instructed by Mr. P. W. Cole) the Federation of Engineering and Shipbuilding Trades, the National Union of Foundry Workers, the Amalgamated Moulders and Kindred Industries Trades Union, and the United Operative Spindle and Flyer Makers' Trade and Friendly Society; and Mr. J. N. Bell, J.P., Mr. Will Sherwood, Mr. G. Parker and Mr. W. T. Kelly, the National Federation of General Workers.

3. Only two witnesses were called in the course of the Inquiry, Mr. W. H. Hutchinson and Mr. Peter Dickinson, who were called on behalf of the Amalgamated Engineering Union. The above-mentioned parties, however, put in a considerable amount of documentary evidence.

Dispute re Overtime between the Employers and the A.E.U.

4. The immediate cause of the dispute which was the subject of inquiry was a difference between the Engineering and the National Employers' Federation and the Amalgamated Engineering Union as to the interpretation of a Clause known as Clause (j) in an agreement embodied in a memorandum of conference held between those organisations on 29th and 30th September, 1920, concerning the question of overtime. The Clause in question is as follows :—

“ (j) The Federations and the Trade Union agree that systematic overtime is deprecated as a method of production and that when overtime is necessary the following provisions shall apply, viz. :—

No Union workman shall be required to work more than 30 hours' overtime in any four weeks after full shop hours have been worked, allowance being made for time lost through sickness, absence with leave or enforced idleness.

In the following cases overtime is not to be restricted--

Breakdowns	}	Whether for the Employers or their customers.
Repairs		
Replacements		
Alterations		

Trial trips.
Completion of work against delivery dates.

So far as repairs to ships are concerned the removal of restriction on overtime shall not affect the operation of any agreement made by the Union or its constituent Trade Unions with organisations of ship repairing employers."

5. The agreement (*see Appendix*) from which the above-quoted Clause is extracted was submitted to the members of the Amalgamated Engineering Union, and on a ballot was accepted by a majority of some 43,000 out of a total vote of some 81,000; and "took effect on and from the commencement of the fourth full pay day after acceptance by the parties," that is to say, on or about 19th December, 1920.

6. On 28th December, 1920, a circular letter was addressed to the District Delegates of the Amalgamated Engineering Union by the General Secretary which contained the following observations :—

"With regard to Section (j) of the Agreement which deals with the maximum amount of overtime that Members are called upon to work, it should be understood that the paragraph implies that it is considered necessary by both parties.

District Committees should have due regard to the numbers of men unemployed, and whether such overtime will tend to absorb members who are unemployed."

7. The Employers on becoming acquainted with the construction which had been placed by the Amalgamated Engineering Union on the Clause in question challenged its accuracy, and the parties met in conference to consider the matter on 7th April, 1921. Following this conference a letter was addressed on behalf of the Employers' Federations to the President of the Amalgamated Engineering Union, which contains the following passages :—

"Embargo on Overtime."—The Overtime Agreement arrived at so recently as 29th and 30th September, 1920, and confirmed by the vote of your members, provides that overtime may be worked up to 30 hours in any four weeks, and that in certain cases, specified in the Agreement, overtime is unrestricted. Notwithstanding that the Agreement provides in this way for the working of overtime, in many districts an embargo has been placed by your officials on the working of overtime.

"Prior Consent to the Working of Overtime."—During the discussion which preceded the making of the Agreement referred to, suggestions were made by your deputation that overtime should not be worked without the prior consent of representatives of your Union. The employers could not

see their way to agree to this condition, and it was ultimately departed from by your representatives.

"I may remind you that similar claims have been made in practically every discussion which has taken place on overtime and the position has been maintained that, subject to agreed limitations from time to time, the employers are entitled to require their workpeople to work such overtime as may be necessary.

"Notwithstanding this, your Council has thought fit to issue an instruction to your District Officials to the effect that their prior consent to overtime is necessary.

"On this question you will further keep in mind that, although the employers contended, and you by your agreement accepted the contention, that overtime cannot be dispensed with, both parties agreed that systematic overtime is deprecated, and it was explained to your representatives that, in accordance with the Provisions for Avoiding Disputes, if any case arose where your members thought that such advantage was being taken of the Agreement as resulted in systematic overtime, you were entitled to raise the question and have it discussed in local conference and if necessary in central conference. This, as you are aware, has always been open to your members."

The letter also refers to some cases of difficulty which had arisen at certain firms respecting the manning of machines and the employment of apprentices on systems of payment by results.

The letter proceeds :—

"At the conference to-day it was pointed out to your deputation that the Federations had very seriously considered the position arising out of the demands which had been made and the action taken in connection with the questions above referred to, and had come to the conclusion that the issues involved, and the attitude of your members created a situation in the engineering and allied industries which was, without exaggeration, one of the utmost gravity."

8. It was stated in this communication that the employers were prepared to resume negotiations on the basis that the "embargo" on overtime was withdrawn, that certain stoppages of work were terminated, that on questions of detail respecting the manning of machines and apprentices no action be taken by members of the Amalgamated Engineering Union until the general question had been fully discussed and that the Union should agree that the prior consent of the representatives of the Union was not required, the only restriction on overtime being the qualified limitation contained in paragraph (j) of the Overtime Agreement of 29th and 30th September, 1920. In this last connection the Union were reminded that the employers had offered, in the event of the acceptance of the contentions put forward by them respecting overtime, to discuss further with the Union the effect of the terms of paragraph (j).

9. The "embargo" on overtime referred to in the letter and the matters respecting individual firms were disposed of, but not the question of prior consent to the working of overtime.

10. A national conference of the Union was convened, in the report of which it was stated that the Executive Council "believing that the correct interpretation of Clause (j) was that in all cases where overtime was required on production work, consultation would take place and the necessity for overtime proved to our local official prior to the same being worked, conveyed this interpretation to the Districts and Organising District Delegates in their communication dated 28th December, 1920." The conference confirmed the Executive Council in the position they had taken up and passed the following resolution :—

"That this National Conference wholeheartedly support the E.C. in their interpretation of the overtime and night-shift agreement; further, we pledge ourselves to meet this threat of a national lock-out by the Employers by using the full strength of our organisation in such a manner as shall be agreed upon by the E.C."

11. On 2nd June, 1921, a further conference between the Amalgamated Engineering Union and the Employers' Federations took place on the subject of Clause (j): no agreement was reached, but it was jointly resolved, "that further consideration of the question stand adjourned until a suitable date can be arranged by the parties."

12. An offer had been made by the Union to submit the matter of the interpretation of the clause to an independent arbitrator, but this offer was refused by the employers.

Dispute re "Managerial Functions" between Employers and A.E.U.

13. Then followed an interval during which other matters appear to have occupied the attention of the parties and the question of Clause (j) was not raised again until 10th November, 1921, when the parties met in conference. The employers, as I was told by their representatives at the hearing, from the discussions with the Union representatives at those conferences, came to the conclusion that the motive power behind those discussions was not so much a question of overtime or no overtime, but as to whether or not the employers were to have the right to exercise their functions without prior consultation with and prior consent of the workpeople and their representatives. At the conference of 10th November, 1921, the question which came to be known as that of "managerial functions" was thereupon raised by the employers. The conference was succeeded by another on the subject on 17th which was continued into the 18th November, 1921. The matter having been raised it was deemed by the employers to be advisable to have it made clear and at the conference held on the latter date the Memorandum which forms Schedule I of the Minute of Appointment was agreed between the representatives of the parties. It was on the terms of this Memorandum that the whole of the subsequent trouble arose

14. The provisions of the Memorandum are as follow :—

I.—GENERAL.

1. The Trade Union shall not interfere with the right of the Employers to exercise managerial functions in their establishments, and the Federations shall not interfere with the proper functions of the Trade Union.

2. In the exercise of these functions, the parties shall have regard to the Provisions for Avoiding Disputes, 1914, which are amplified by the Shop Stewards and Works Committee Agreement of 20th May, 1919, and to the terms of other National and Local Agreements between the parties.

3. Instructions of the Management shall be observed pending any question in connection therewith being discussed in accordance with the provisions referred to.

II.—OVERTIME

It is agreed that in terms of the Overtime and Night-shift Agreement of 29th and 30th September, 1920, the Employers have the right to decide when overtime is necessary, the workpeople, or their representatives, being entitled to bring forward under the provisions referred to any cases of overtime they desire discussed. Meantime, the overtime required shall be proceeded with.

15. The Memorandum was subject to ratification by the members of the Amalgamated Engineering Union according to their constitution, and it was duly submitted to a ballot of the Amalgamated Engineering Union. A copy of the ballot paper and the letter accompanying and forming part of it was put in evidence. It appears to set out the issues fairly and clearly. It reminded those who were to vote that the consequences of rejection would be serious, and drew attention to the fact that 90,000 members of the Union were at that time unemployed, that there was a condition of industrial stagnation, and that the Union had been and would probably for some time be subjected to severe financial strain. It stated that the Executive Council and National and Divisional Organisers in conference had decided by resolution to recommend acceptance.

The result of the ballot was communicated to the Employers' Federations on 27th January, 1922, and was as follows :—

In favour of accepting the proposed Memorandum	...	...	...	...	...	35,525
Against	...	...	...	...	...	50,240

The total votes cast thus numbered 85,765. The total membership of the Union at the time was about 404,000 or 405,000. Therefore only about 21 per cent. of the members voted; but it was stated that the smallness of this percentage was not unusual in ballots taken by the Union.

16. At this time, when the result of the ballot was communicated to the employers, certain conferences known as Composite Conferences on matters of local concern were pending. On 28th January, 1922, the Union were informed that in view of the result of the ballot these Composite Conferences could not be proceeded with. On 13th February the Employers' Federations requested a conference with representatives of the Amalgamated Engineering Union. The Union made it a condition that the Composite Conferences should be held. On 21st February, 1922, the Secretary of the Employers' Federations wrote to the Amalgamated Engineering Union as follows :—

" MEMORANDUM OF CONFERENCE OF 17TH AND 18TH
NOVEMBER, 1921.

I have to advise you that your letter of 20th February, 1922, was the subject of consideration at a meeting held to-day.

I am desired to express regret that your Executive Council should have thought fit to attach importance to questions of detail rather than to a question of principle of such magnitude as is involved in the result of the adverse ballot vote of your members.

The Federations have resolved that as from Saturday, 11th March, 1922, it is not possible for federated employers to give employment to the members of your Union in view of the situation created by their ballot, and instructions have been given to federated firms to post notices in their works accordingly.

I am desired again to impress upon your Council the gravity of the situation which has arisen owing to your members having thought fit to call in question a basic principle on which industry is conducted.

The Employers feel that in view of the fundamental alteration which the ballot has brought forward there is no alternative open to them but to face the situation and in the national interest to place the industry on a sound economic basis, and accordingly the relations between the Employers and their workpeople, the working conditions, and the wages will require to be brought under review."

Lock-out Notice.

17. The notice referred to in the Employers' letter was posted on 25th February, 1922, and was as follows :—

THE ENGINEERING AND THE NATIONAL EMPLOYERS'
FEDERATIONS.

The members of the Amalgamated Engineering Union having by ballot refused to accept the Memorandum of

Agreement arrived at in Conference on 17th and 18th November, 1921, which was jointly recommended by the Federations and by the Executive Council and the National and Divisional Organisers of the Union for acceptance by their constituent bodies, and which Memorandum provides for the maintenance of the right of the Employers to exercise managerial functions in their establishments, the Federations have resolved that as from Saturday, 11th March, 1922, it is not possible for federated employers to give employment to members of the Union in view of the situation created by their ballot.

By Order,
JAMES BROWN,
Secretary.

London,
25th February, 1922.

Notice is hereby given to the members of the Amalgamated Engineering Union in accordance with the foregoing Resolution.

18. The difficulty regarding the Composite Conferences was adjusted and the parties met in conference on 28th February, 1922, that is between the date on which the notice was posted and that on which it took effect, but without result; and the stoppage of work so far as the Amalgamated Engineering Union were concerned began in accordance with the notice on 11th March, 1922.

*Dispute between Employers and the Unions other than
the A.E.U.*

19. On 21st February, 1922, that is the date of the letter to the Amalgamated Engineering Union referred to in paragraph 16, the employers, through the Secretary of their Federations, sent to the Unions (other than the Amalgamated Engineering Union) whose members were employed in the Federated Engineering Shops the following letter :—

“ MAINTENANCE OF RIGHT OF EMPLOYERS TO EXERCISE
MANAGERIAL FUNCTIONS.

I am desired to send herewith copy memorandum of conference of 17th and 18th November, 1921, between the Federations and the Amalgamated Engineering Union.

The memorandum was balloted upon by the members of the Amalgamated Engineering Union, with the result that the memorandum was not accepted.

The position of matters has been under the consideration of the Federations.

I am desired to send you copy of correspondence which has passed with the A.E.U. in regard thereto, and to say that, having regard to the fifth paragraph of the letter to the A.E.U. of this date, representatives of the Federations will be glad to meet representatives of your organisation in conference.

If you will be good enough to let me have an option of days in the week commencing Monday, 27th February, 1922, convenient to your organisation, I shall be pleased to make the necessary arrangements for the conference."

20. Conferences between them took place on 1st, 2nd and 4th March, 1922. The position of the Employers at these conferences, as put before me by Sir Allan Smith, was that they deemed the action of the Amalgamated Engineering Union as an attack upon the "whole principle of control"; that it was essential for the Employers to know what the attitude of the other Unions was; and that if these Unions had no quarrel with the Employers on the subject the easiest way for them to say so was by signing a document consisting of the first three Clauses of the Memorandum of 17th and 18th November, 1921, with the addition of the words at the end of Clause 2 "so far as such agreements at present exist."

21. On 2nd March, 1922, a letter was sent on behalf of the Employers to the Federation of Engineering and Shipbuilding Trades stating that the Employers would expect to receive on or before 11th March, 1922, an intimation that the Unions affiliated to the Federation would sign either by way of agreement or joint recommendation the memorandum in question. Reference to the Federation of Engineering and Shipbuilding Trades may in this connection be regarded as including a reference to the National Federation of General Workers and the remaining three Unions.

22. The Federation replied stating that the notice was too short, expressing surprise that "Unions which have no quarrel with the Employers on overtime and working conditions should without provocation have an ultimatum in regard to these important questions thrust upon them."

23. The conferences led to no agreement, but the representatives of the Unions concerned in the negotiations decided to submit the Employers' proposals to a ballot vote without recommendation. On 24th March, 1922, the Employers were informed by letter of the result of the ballot, which was as follows:—

For acceptance of the Employers'			
Memorandum	...	...	49,503
Against acceptance	...	...	164,759

24. The number of members engaged in these branches of trade now affected and entitled to vote was stated at the hearing before me to be 370,800, of whom 214,462 voted.

25. Through the efforts of the Prime Minister and also of Mr. Arthur Henderson, Mr. Clynes, Mr. Bowerman, and others of the National Joint Council of the Labour Party and Trade Union Congress negotiations continued, and an effort was made to arrive at a basis of settlement, unfortunately without success. The

stoppage of work was extended to the unions other than the Amalgamated Engineering Union and became effective on 2nd May, 1922.

Considerations.

26. From the above narrative it will be seen that the real cause of the stoppage of work in the case of the members of the Amalgamated Engineering Union and in the case of the members of the other Unions was—the refusal of the workpeople through their ballot to assent to the proposition that

Instructions of the Management shall be observed pending any question in connection therewith being discussed in accordance with the procedure for avoiding disputes :

Which means that where the Management has introduced a change in the recognised working conditions of the workshop the workpeople through their ballot had refused—in the case of disagreement between the Management and the workpeople—to assent to the change becoming operative until after the procedure for avoiding disputes had been gone through—a period varying from about three to six weeks.

27. In order adequately to measure the dimensions and character of the dispute, notice needs to be taken of the agreement referred to in Clause 2 of the Memorandum of 17th and 18th November, 1921. (*See Par. 14.*) The relations between certain of the Trade Unions and the Employers' Federations have a long and honourable history. Sir Allan Smith, in addressing me, said : “ We have lived with the Trade Unions, and particularly with the Engineering Trade Unions, for the last twenty-five years. We have had our differences ; at times these differences have become acute ; but the relations between the Engineering Employers and the Trade Unions in the Engineering Trade for that period leave very little to be desired.”

28. The earliest agreement to which reference was made at the hearing was entered into in 1898. In that year an agreement was concluded between the Federated Engineering Employers, the Amalgamated Society of Engineers (now included in the A.E.U.), and other Trade Unions, which contained Provisions for Avoiding Disputes based on the method of discussion and conference in the works, by local associations and officials, and by the central authorities of the respective organisations. In 1907 a fresh agreement was arrived at, and continued until 1913, when it was terminated. On 17th April, 1914, the agreement between the Engineering Employers' Federations and the Amalgamated Society of Engineers was concluded and is referred to in the Memorandum of 17th and 18th November, 1921, as the Provisions for Avoiding Disputes. Though, as stated, the agreement was originally made with the Amalgamated Society of Engineers, certain other Unions subsequently became parties. A limited number of Unions represented before me are still, however, not parties to this or any similar agreement. They, or such of them as were parties to the 47 Hours'

Agreement, have undertaken to enter into such agreements. Under the 47 Hours' Agreement dated 19th November, 1918, all the Unions parties to that agreement, in consideration of the working week being reduced to 47 hours, undertook immediately to enter into provisions for avoiding disputes. This agreement is set out in the Appendix.

29. The provisions of the Agreement of 17th April, 1914, are important. These also are set out at length in the Appendix. They provide means whereby questions arising in the workshop may be settled in the works failing which, after intermediate steps, the matter may be carried to a local conference and ultimately to central conference which meets at York, and the last provision is :—

“ Until the procedure provided above has been carried through, there shall be no stoppage of work, either of a partial or of a general character.”

30. This agreement is supplemented by a further agreement of 20th May, 1919, respecting appointment and functions of Shop Stewards and Works Committees. This further agreement which is of considerable length and is also set out in the Appendix, provides that in each federated establishment each Trade Union which is a party to the agreement may have its Shop Steward who “ shall be afforded facilities to deal with questions raised in the shop or portion of a shop in which they are employed.” The agreement also provides for the setting up in each establishment of a Works Committee consisting of not more than seven representatives of the Management and not more than seven Shop Stewards, representative of the various classes of workpeople employed. The following provisions of the agreement relating to the functions of the Shop Stewards and Works Committees deserve special attention :—

- (a) A worker or workers deciding to raise any question in which they are directly concerned shall, in the first instance, discuss the same with their foreman.
- (b) Failing settlement the question shall be taken up with the Shop Manager and/or Head Shop Foreman by the appropriate Shop Steward and one of the workers directly concerned.
- (c) If no settlement is arrived at, the question may, at the request of either party, be further considered at a meeting of the Works' Committee. At this meeting the Organising District Delegate may be present, in which event a representative of the Employers' Association shall also be present.
- (d) Any question arising which affects more than one branch of trade or more than one department of the works may be referred to the Works Committee.
- (e) The question may thereafter be referred for further consideration in terms of the “ Provisions for Avoiding Disputes.”

(j) No stoppage of work shall take place until the question has been fully dealt with in accordance with this agreement and with the "Provisions for Avoiding Disputes."

31. Experience of the working of these agreements appears to confirm what a perusal of them suggests: that they do great credit to the ingenuity and good sense of the parties and afford a safeguard against the nurturing and continuance of grievances or difficulties which, if not ventilated, would have grave consequences.

32. Naturally, if the question raised is one which, on account of its importance, goes right through to the Central Conference, its determination is a matter of time; but it was put before me that the period elapsing between the discussion of the matter in the shop and its joint consideration by the chief authorities of the respective organisations does not normally exceed six weeks and may, if the dates are propitious, be considerably less. It is apprehended, however, that this period might be shortened to the advantage of all parties.

33. Clauses 1 and 2 of the Memorandum of 17th and 18th November, 1921, are not in any sense the subject of difference or dispute. It is unnecessary, therefore, to consider what are and what are not "managerial functions" and "proper functions of the Trade Union." So far as the Unions, other than the Amalgamated Engineering Union, are concerned, difference arises solely in respect to clause 3. In the case of the Amalgamated Engineering Union, the section respecting overtime is also contested.

34. The differences with which this inquiry deals are thus two in number: both affecting all the Unions including the A.E.U. and one affects the A.E.U. only. The question which arises upon clause 3 is whether, when any change in the workshop conditions is being introduced, it should be introduced and given effect to pending the procedure laid down in the Provisions for Avoiding Disputes being followed, or whether the matter should be held up pending such procedure being followed—which may, as already stated, be a period extending up to 6 weeks.

In the case of the Amalgamated Engineering Union alone the question which arises on the meaning of the overtime clause, is whether when the occasion for working overtime on production work (not on repair work) arises, the employer alone is to decide that it is "necessary" within the limit of 30 hours in the four weeks, or whether the employer and the Union should *agree* that it is "necessary."

35. No doubt was left in my mind as to the genuineness of the desire on all sides to find a settlement of the present difficulty which would bring satisfaction to all parties. In presenting the case for the Amalgamated Engineering Union Mr. Brownlie was commendably frank in stating that the ideal of himself and his colleagues was a readjustment of the present relationship between employers and workers. But he made it also clear that, in his view, movement in such a direction was limited and regulated by the state of public opinion. He and Mr. Hutchinson and Mr.

Dickinson, whom he called as witnesses, were emphatic that their Union had no desire to interfere with management functions provided that the agreements between the parties were honoured and that, in the absence of agreements, the practices and customs of the various districts were observed. Similar declarations were made on behalf of the other Unions and there is no good ground in my judgment for calling their sincerity in question.

36. On the other side it was made clear by Sir Allan Smith that the resumption of normal relationships with the Trade Unions was not only contemplated but would be welcomed by the Employers.

37. In these circumstances and in view of the spirit of accommodation which it appears to me prevails on both sides it is important to ascertain the precise extent of the difference separating them.

38. The objection of the men to work overtime on the ground that a large number of workmen are unemployed is one that is easily understood and is one that is creditable to them. No doubt most employers would sympathise with it, and agree that where practicable to do so, it would be better to employ more men than to work overtime. But in many cases it would not be practicable to do so; and in any event, the point raised on this head is one on the construction of the Clause (j) already referred to.

The dispute between the employers and the engineers occurs over the phrase "when necessary." It is significant that this phrase occurred in the agreement of 1898 between the Employers and the Amalgamated Society of Engineers and in the agreement of October 1st, 1907, between the same parties which came to an end in 1913 after notice. In an agreement of April, 1920, between the Employers and the National Federation of General Workers the same expression "when necessary" occurs. It appears from the evidence that the general practice in carrying out those agreements has been to leave the decision when overtime was "necessary" to the employer. The matter is further considered in paragraph 47.

39. No question arises as to the right of the management at any shop to bring about changes or to give directions which shall be beyond the challenge of the Unions. The Provisions for Avoiding Disputes and the Shop Stewards and Works Committees Agreements place no limitation upon the class or type of question that may be raised, except that in practice it is not applied to questions relating to general wages movements.

40. The present difference is therefore concerned, not with the men's right to contest or object to any change or innovation which the employer may desire to make, but with the question of what should be done in the interval which must elapse between the raising of the objection and its determination under the method of procedure provided, a period which, as above stated, is not likely to exceed six weeks. During this period, whose view is to prevail and become operative: the workmen's or the employer's?

41. It has been the practice of the parties in considering general alterations of rates of wages to act upon the principle that no change shall come into effect, except by agreement, until the machinery for discussion has been exhausted; and it is the contention of the workpeople that a similar principle should be followed as regards workshop practices and conditions; that is to say, in the event of some direction of the management not being agreed to by the men, its operation should be suspended until the matter has been discussed under the agreements or in accordance with the recognised procedure.

42. On the other hand, it is conceived by the employers to be inconsistent with the efficient conduct of their businesses that their directions to their workpeople should be subject to suspension for the period occupied by discussion and an attempt to secure agreement.

43. Very few concrete cases where difficulty had arisen in practice were referred to in the course of the inquiry. On general grounds, however, it may be concluded that the cases in which objection is raised to a direction by the management vary considerably in the matter of urgency. In some cases any protracted discussion before the direction became operative would be unreasonable; in other cases the delay would be of slight importance. The person most competent to decide this question of urgency in any particular case is, in my view, the employer.

44. The question of obtaining the prior consent of the workpeople before a direction becomes operative must not be confused with the question of prior consultation. To what extent consultation is possible again depends upon the urgency of the proposed change; in some cases the period available would be very brief, in others it might admit of full discussion through the whole range of procedure laid down in the Shop Stewards and Works Committees Agreement and the Provisions for Avoiding Disputes. But whatever the opportunities for prior consultation may be, it is, I think, reasonable and right that they should be fully utilised.

45. It is also to be noted that one ground of the workpeople's objection to the employers' proposals in the Memorandum of 17th and 18th November, 1921, was that if a change in workshop practice were in fact instituted, the position would be prejudiced. The objection would, to a large extent, lose its force if all parties definitely recognised that a contested direction was acted upon merely as a temporary measure and pending discussion under the ordinary procedure. It could also doubtless be arranged in many cases, particularly those involving questions of a money payment, that the decision if in favour of the workmen should have retrospective effect.

46. The output of the engineering industry is largely the mark and measure of progress: to check the one is also to check the other. The industry has attained to a high standing and reputation in this country: and although, with modern methods of pro-

duction, it is subject to competition in an increasing degree from abroad, there appears to be no reason why, with capable and enlightened management, a sense of responsibility on the part of the workers and freedom from industrial disputes, it should not continue to expand.

No fear need be entertained that the scope of employment will become restricted or that, in the industry as a whole, skill and good workmanship will become super-abundant. Skill and knowledge, whether in a trade or a profession, constitute a national asset, and to put a skilled engineer on to work which an unskilled or semi-skilled man could do equally well would be to waste that asset. It would also be demoralising to the craftsman. Nor should there be any need to do so. Improvements and inventions may remove the need for skill in some particular operation ; but they do not remove the need for skilled men : they merely change the process or the work in which he is required to apply his skill. The need, therefore, is to effect this change as easily and rapidly as possible, so that skill acquired by apprenticeship and other means may yield its full return, and instead of being forgotten and lost may develop in versatility and usefulness. These facts and considerations should be in the minds of all parties who desire to maintain the engineering trade in Great Britain in its present position of world predominance ; and means should be devised whereby skilled men displaced as the result of introducing new methods or processes may be rapidly absorbed in work suitable to their qualifications.

CONCLUSIONS.

As affecting the Employers and the Amalgamated Engineering Union.

47. The general conditions in regard to overtime are settled by the overtime agreement of September, 1920, which provides, *inter alia*, that

- (a) Systematic overtime is to be deprecated ;
- (b) Necessary overtime for breakdown, repairs, replacements, alterations, trial trips, completion against delivery dates, &c., is to be allowed ;
- (c) Thirty hours in any four weeks may be worked ;
- (d) Rate of payment for overtime is increased to time-and-a-half.

The question of necessity in regard to overtime is related to the requirements of the work to be done and the business in hand, and as to this necessity the Management alone are in a position to judge. The National Agreement, allowing 30 hours in four weeks, implies that, up to that limit, overtime, granted its necessity, is regarded as reasonable. Up to that limit there must be freedom to the Management to act in the exercise of their discretion. Beyond that limit, overtime would be open to the suggestion that it is unreasonable. The general limit of 30 hours is, of course, subject to further discussion ; and if experience shows that the deterrent economic effect of the rate of time and

a half is inadequate to prevent unnecessary overtime, there is a case for further negotiation with a view to a revised national agreement.

As affecting the Employers and all the Unions.

- (a) The Employers contend that if British Engineering is to maintain its appropriate place in the forefront of the industries of the world there must be freedom to the management to introduce such changes into the works as may be necessary for the proper development of the industry. There are general agreements between the national organisations of the Employers and the Trade Unions settling many of the conditions of employment in the industry and providing detailed machinery for the discussion of matters arising between employers and employed. It is understood that the employers are willing that the kind of question which has been under discussion during the present dispute should be settled by general national agreement, or determined in accordance with procedure set up by such agreements. This is a view to which the Unions do not take exception.
- (b) In the ordinary course, a projected workshop change would be more or less common knowledge in the shop for some time before the proposed change was made, but information as to a proposed change in the recognised working conditions should be given to the workpeople directly concerned or their representatives in the shop, and in order that there may be time for discussion, if discussion is desired, the information should be available to the workpeople directly concerned or their representatives in the shop a limited period before it is proposed that the change should be made.
- (c) The opportunity for prior consultation between the management and the men directly concerned or their representatives in the shop upon proposed changes in the recognised working conditions should be adequate, but should not involve undue delay. If consultation during the limited period mentioned in the last paragraph does not result in an agreement, the further stages of the Provisions for Avoiding Disputes should follow, but in the meantime, the Management may, if they think it necessary and in the exercise of their discretion, put the change into operation, any subsequent agreement that may be reached upon the case having retrospective effect where appropriate. In the case of those Unions which have not yet any Provisions for Avoiding Disputes a simple procedure should in the meantime be adopted to deal with changes in the shop.

(d) It is evident that the opposition to change on the part of the skilled men is due largely to the uncertainty which the members of the Unions feel as to their position if they are displaced as a result of the change. An expanding industry like the engineering trade is capable of making re-adjustments affecting particular classes of workpeople, while at the same time providing for the proper utilisation of the skill thus set free.

An agreement to the principle of making such arrangements as shall provide avenues of employment for such men ought not to be difficult; and as the success of any change depends largely on its willing acceptance by the men, the measure of such acceptance will depend on the action of the employers, in conjunction with the Union, in accommodating in skilled employment the men set free.

It will of course be understood that the changes referred to, which are the subject of difference between the parties, are not changes in such matters as wages and hours, which are determined on a national basis.

48. These conclusions doubtless require elaboration, and require to be stated with greater precision for the purpose of any formal agreement between the parties. In my opinion, however, the matter is one in which no agreement, however carefully devised, can wholly take the place of good sense and good will between the parties, and an appreciation by either side of the difficulties and point of view of the other. The managing of a business is a responsible and difficult task, and no individual workman or Trade Union official should unnecessarily or without good cause add to its anxieties. Similarly, each employer, and those acting under him, should recognise that, in his more restricted sphere, the workman is conscious that issues are sometimes at stake which are of the utmost importance to him and upon which consultation and, as far as possible, accommodation may be the wisest as well as the most humane policy.

49. I cannot conclude without expressing my high appreciation of Mr. Ince's services and assistance during the course of this Inquiry.

I have the honour to be,

Sir,

Your obedient servant,

WILLIAM W. MACKENZIE.

GODFREY H. INCE,

Secretary.

10th May, 1922.

APPENDIX.

(A.)

MEMORANDUM OF CONFERENCE BETWEEN THE ENGINEERING AND THE NATIONAL EMPLOYERS' FEDERATIONS AND THE AMALGAMATED ENGINEERING UNION HELD AT BROADWAY HOUSE, TOTHILL STREET, WESTMINSTER, LONDON, S.W.1, ON THE 29TH AND 30TH DAYS OF SEPTEMBER, 1920.

Question Discussed.

WORKING CONDITIONS.—Overtime and Nightshift (other than on double dayshift or the three shift system).

IT IS MUTUALLY AGREED to recommend the following for acceptance by the respective constituent bodies, viz.:—

Preface.

The following provisions are to be read and construed together, are subject to acceptance as a whole and not as part or parts thereof, and are applicable nationally as the conditions under which Overtime and Nightshift shall be worked.

The provisions shall not apply to workpeople who work in conjunction with branches of industry not covered by this agreement.

This agreement shall take effect on and from the commencement of the fourth full pay day after acceptance by the parties.

Overtime on Dayshift.

(a) A full day shall be worked before overtime is reckoned, with the following exceptions, viz.:—Time lost through sickness certified to the satisfaction of the employers; lying off on account of working all the previous night; absence with leave or enforced idleness.

(b) Where works are on short time no overtime shall be paid for work done between the full time starting hour and the full time stopping hour, but work beyond these limits shall be paid for as overtime provided the full shortened day has been worked.

(c) A workman working through his meal hour shall be paid at overtime rate unless an equivalent period is allowed.

(d) Overtime worked either before or after the normal working hours shall be paid at the rate of time and half except in the case of work done between midnight and the commencement of the following day shift by a workman who continues working until after midnight, in which case it shall be paid at double time.

(e) In the event of a workman being called upon to return to work after having ceased work and gone home for the day, overtime shall commence, and be paid for from the time of re-starting at the rate payable for that hour as though he had worked continuously.

(f) A workman sent home between midnight and 2 a.m. shall be paid double time for the hours worked after midnight and receive an allowance of time and half for working hours between the time when he is sent home and 6 a.m.

(g) A workman sent home after 2 a.m. shall be paid double time for the hours worked after midnight and receive an allowance of double time for working hours between the time he is sent home and 6 a.m.

(h) All hours worked between 12 midnight Saturday and 12 midnight Sunday shall be paid double time.

(i) Payment for overtime shall be calculated on dayshift rates.

(j) The Federations and the Trade Union agree that systematic overtime is deprecated as a method of production and that when overtime is necessary the following provisions shall apply, viz.:—

No Union workman shall be required to work more than 30 hours overtime in any four weeks after full shop hours have been worked, allowance being made for time lost through sickness, absence with leave, or enforced idleness.

In the following cases overtime is not to be restricted:—

Breakdowns	}	Whether for the Employers or their customers.
Repairs		
Replacements		
Alterations		

Trial trips.

Completion of work against delivery dates.

So far as repairs to ships are concerned the removal of restriction on overtime shall not affect the operation of any agreement made by the Union or its constituent Trade Unions with organisations of Ship-repairing Employers.

Nightshift.

(a) Nightshift is where men, other than dayshift men, work throughout the night for not less than three consecutive nights.

(b) A full nightshift week shall consist of 47 working hours worked on five nights with one or two breaks for meals each night to be mutually arranged. Time lost through sickness certified to the satisfaction of the employers, lying off on account of working all the previous day, absence with leave or enforced idleness, shall not be taken into account.

(c) Nightshift shall be paid at the rate of time and a third for all hours worked. Hours worked after the full night has been worked shall be paid at the rate of time and two thirds.

(d) Nightshift men shall receive double time for all hours worked between Saturday midnight and Sunday midnight. Work done on Saturday other than above, and on Monday morning until the dayshift starting hour, shall be paid time and two-thirds.

(e) Dayshift men who have worked during the day beyond the mid-day meal hour and are required to go on nightshift the same night shall be paid overtime rates for the night's work. Dayshift men who have been notified that they have to go on nightshift the same night and are allowed home before the mid-day meal hour that day shall be paid nightshift rate.

(f) Payment for nightshift and for overtime on nightshift shall be calculated on dayshift rates.

Signed on behalf of:—

The Engineering and the National Employers' Federations.

ALLAN M. SMITH, Chairman.

JAMES BROWN, Secretary.

The Amalgamated Engineering Union.

J. T. BROWNLIE, Chairman.

TOM MANN, Secretary.

(B.)

MEMORANDUM OF CONFERENCE BETWEEN REPRESENTATIVES OF THE ENGINEERING AND THE NATIONAL EMPLOYERS' FEDERATIONS AND THE SHIPBUILDING EMPLOYERS' FEDERATION AND REPRESENTATIVES OF THE AMALGAMATED SOCIETY OF ENGINEERS AND UNIONS AFFILIATED TO THE ENGINEERING AND SHIPBUILDING TRADES' FEDERATION.

Held at the Surveyors' Institution, London, on 19th November, 1918.
QUESTIONS DISCUSSED.

Proposed reduction in working hours.

Having regard to the sudden cessation of hostilities the representatives of the employers are prepared to recommend the Federations, and the representatives of the Trade Unions agree, to recommend their constituents that the working week should be reduced to 47 hours on the "one break" system, to come into effect on 1st January, 1919, subject to the following conditions:—

1. Other working conditions shall be meantime maintained.
2. Present weekly time rates shall apply to the reduced working week.
3. The Unions will take all possible steps to ensure that in the critical state through which the country has to pass the greatest possible output will be secured and maintained.
4. The economic conditions and systems and bases of remuneration necessary in the interests of industry shall be the subject of early consideration, and the parties agree to deal with these conditions from a broad national standpoint.
5. Provisions for avoiding disputes shall be immediately entered into with all the Trade Unions.

Signed on behalf of—

The Engineering and the National Employers' Federations:

ALLAN M. SMITH, Chairman.

J. MCKIE BRYCE, Secretary.

The Shipbuilding Employers'
Federation:

ALEX. M. KENNEDY, Chairman.

A. R. DUNCAN, per A BELCH,
Secretary.

Trade Unions:

T. BROWNLIE, Chairman.

FRANK SMITH, Secretary.

(C.)

YORK MEMO.

Provisions for Avoiding Disputes, 17th April, 1914.

Memo. of Special Conference between the Engineering Employers' Federation and the Amalgamated Society of Engineers held within Station Hotel, York, on 17th April, 1914.

Referring to the termination by the society of the agreement of 1st October, 1907, and the premium bonus agreement, the representatives of the society agree to forthwith recommend their members to authorise their Executive Council to enter into negotiations with the Federation with the view to arriving at an agreement in substitution of the agreement of 1907 and the premium bonus agreement, and both parties agree that meantime the following provisions for avoiding disputes shall be observed:

When a question arises an endeavour shall be made by the management and the workmen directly concerned to settle the same in the works or at the place where the question has arisen. Failing settlement, deputations of workmen, who may be accompanied by their organising district delegate (in which event a representative of the employers' association shall also be present), shall be received by the employers by appointment without unreasonable delay for the mutual discussion of any question in the settlement of which both parties are directly concerned. In the event of no settlement being arrived at, it shall be competent for either party to bring the question before a local conference to be held between the local association and the local representatives of the society.

In the event of either party desiring to raise any question a local conference for this purpose may be arranged by application to the secretary of the local association or to the local representative of the society.

Local conferences shall be held within seven working days unless otherwise mutually agreed upon from the receipt of the application by the secretary of the local association, or the local representative of the society.

Failing settlement at a local conference of any question brought before it, it shall be competent for either party to refer the matter to a Central Conference, which, if thought desirable, may make a joint recommendation to the constituent bodies.

Central Conferences shall be held on the second Friday of each month, at which questions referred to Central Conference prior to 14 days of that date shall be taken.

Until the procedure provided above has been carried through, there shall be no stoppage of work, either of a partial or a general character.

The Engineering Employers'
Federation:

HENRY LAWTON, Chairman.
ALLAN M. SMITH, Secretary.

The Amalgamated Society of
Engineers:

J. T. BROWNLIE, Chairman.
ROBERT YOUNG, Secretary.

NOTE: Several of the other Unions have agreed to the above or similar provisions.

(D.)

York, 20th May, 1919.

REGULATIONS REGARDING THE APPOINTMENT AND FUNCTIONS OF SHOP STEWARDS AND WORKS COMMITTEES.

With a view to amplifying the provisions for avoiding disputes by the recognition of shop stewards and the institution of works committees, it is agreed as follows:—

(a) Appointment of Shop Stewards.

1. Workers, members of the above-named Trade Unions, employed in a federated establishment may have representatives appointed from the members of the unions employed in the establishment to act on their behalf in accordance with the terms of this agreement.

2. The representatives shall be known as shop stewards.

3. The appointment of such shop stewards shall be determined by the Trade Unions concerned, and each Trade Union party to this agreement may have such shop stewards.

4. The names of the shop stewards and the shop or portion of a shop in which they are employed and the Trade Union to which they belong shall be intimated officially by the Trade Union concerned to the management on election.

(b) Appointment of Works Committees.

5. A works committee may be set up in each establishment consisting of not more than seven representatives of the management and not more than seven shop stewards, who should be representative of the various classes of workpeople employed in the establishment.

The shop stewards for this purpose shall be nominated and elected by ballot by the workpeople, members of the Trade Unions parties to this agreement employed in the establishment.

The shop stewards elected to the works committees shall, subject to re-election, hold office for not more than twelve months.

6. If a question failing to be dealt with by the works committee in accordance with the procedure hereinafter laid down arises in a department which has not a shop steward on the works committee, the works committee may, as regards that question, co-opt a shop steward from the department concerned. An agenda of the points to be discussed by the works committee shall be issued at least three days before the date of the meeting if possible.

(c) Functions and Procedure.

7. The functions of shop stewards and works committee, so far as they are concerned with the avoidance of disputes, shall be exercised in accordance with the following procedure:—

(a) A worker or workers desiring to raise any question in which they are directly concerned shall in the first instance discuss the same with their foreman.

(b) Failing settlement, the questions shall be taken up with the shop manager and/or head shop foreman by the appropriate shop steward and one of the workers directly concerned.

(c) If no settlement is arrived at the question may, at the request of either party, be further considered at a meeting of the works committee. At this meeting the Organising District Delegate may be present, in which event a representative of the Employers' Association shall also be present.

- (d) Any question arising which affects more than one branch of trade or more than one department of the works may be referred to the works committee.
- (e) The question may thereafter be referred for further consideration in terms of the "Provisions for Avoiding Disputes."
- (f) No stoppage of work shall take place until the question has been fully dealt with in accordance with this agreement and with the "Provisions for Avoiding Disputes."

(d) *General.*

8. Shop stewards shall be subject to the control of the Trade Unions, and shall act in accordance with the rules and regulations of the Trade Unions and agreements with employers so far as these affect the relation between employers and workpeople.

9. In connection with this agreement shop stewards shall be afforded facilities to deal with questions raised in the shop or portion of a shop in which they are employed. Shop stewards elected to the works committee shall be afforded similar facilities in connection with their duties, and in the course of dealing with these questions they may, with the previous consent of the management (such consent not to be unreasonably withheld) visit any other shop or portion of a shop in the establishment. In all other respects shops stewards shall conform to the same working conditions as their fellow workers.

10. Negotiations under this agreement may be instituted either by the management or by the workers concerned.

11. Employers and shop stewards and works committees shall not be entitled to enter into any agreement inconsistent with agreements between the federation or local association and the Trade Unions.

12. For the purpose of this agreement the expression "establishment" shall mean the whole establishment or sections thereof according to whether the management is unified or sub-divided.

13. Any question which may arise out of the operation of this agreement shall be brought before the Executive of the Trade Union concerned or the Federation as the case may be.

14. This agreement supersedes the agreement dated 20th December, 1917, entitled "Regulations Regarding the Appointment and Functions of Shop Stewards" made between the Engineering Employers' Federation and the Trade Unions.

Signed on behalf of—

The Engineering and the National Amalgamated Society of Engineers:

Employers' Federation : J. T. BROWNIE, *Chairman.*

HENRY LAWTON, *Chairman.* H. ADAMSON, *Secretary.*

J. MCKIE BRYCE, *Secretary.*

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